#### **Terms & Conditions**

#### 1. Booking

- a) The rental arrangements are made between the Owners (Twa Sister's Holiday Cottage) of the property and the Guest.
- b) Customers renting property through the Owners (Twa Sister's Holiday Cottage) are referred to as "the Guest".
- C) Twa Sister's Holiday Cottage are referred to as "the owners".
- d) This Agreement is not intended to create a tenancy; the holiday maker is granted a licence to occupy the property between the agreed dates.

#### 2. Duration of Rental

- a) Rentals are for a maximum of 2 weeks and commence at 3pm on the first day of the rental and end at 11am on the day of departure unless otherwise arranged otherwise. This rental period hereafter is referred to as "the Holiday".
- b) The period booked will be stated on the confirmation sent by email to the Guest when they book (the "Booking Confirmation").
- c) The period booked cannot be extended unless approved by the owners. The Guest will be liable to pay the price for the extension before the extension commences.

# 3. Deposits

- a) A deposit of £100 (7 nights or more) or 50% of total fee (2 0r 3 nights) is required by bank transfer, to secure the booking.
- b) The balance is due four weeks before the start of the holiday.
- c) If a booking is made less than four weeks before the Holiday is due to start, the full payment, plus any additional charges must be paid at the time of booking.
- d) Should the balance payment not be received at least four weeks before the holiday starts, the booking will be cancelled, and deposit retained.
- e) Should the owners not accept or reject a booking request, all sums of money paid by the Guest in relation to the Holiday will be refunded immediately.

#### 4. Cancellation

If you have cause to cancel your holiday, please notify our office immediately by telephone and then via email. All reservation deposits paid to the owners are non-refundable and the hirer will be liable for the full cost of the holiday if a cancellation occurs UNLESS the owners is notified as follows:

- A) Up to 4 weeks before the start of the holiday. In which case the hirer will forfeit the deposit and booking fee only.
- B) Less than 4 weeks before the start of the holiday and it is possible for the owners to re-let the property. In which case the deposit will be forfeited along with the booking fee. The balance will be returned to the hirer. If the property is not re-let the hirer will forfeit the full cost of the holiday.
- C) If the booking was made within 4 weeks of the start of the holiday and it is possible for the owners to re-let the property, an amount equal to the deposit will be forfeited. The balance will be returned to the hirer. If the property is not re-let the hirer will forfeit the full cost of the holiday. It is recommended that the Hirer is covered by Personal Holiday Insurance.

### 5. Final Payment

- a) Unless otherwise agreed by the owners in writing (and subject to clause 7 below), the price for the Holiday shall be the payment for the property as set out on the owner's website at the time of booking.
- b) Subject to the Cancellation provision above, as soon as the booking is received and accepted by the owners and the Guests are in receipt of the Booking Confirmation, the guest is liable for payment of the balance of the rent, along with any additional charges that may be due in relation to the Holiday.
- c) Payment of the rent and additional charges are payable to the owners four weeks before the start of the Holiday and non-payment by the Due Date could be considered the owners as a notice of cancellation.
- d) If payment is not received by the Due Date, the owners have treated the non-payment as a cancellation of the Holiday, the Guest will lose their booking and the deposit shall be non-refundable.
- e) The owners shall not be responsible for sending reminders of the Due Date of full payment.
- f) The dates of the Holiday may be changed providing the property is available for the new dates and the Owners accept the change.

### 6. Method of Payment

a) Payments may be made by electronic bank transfer only, unless otherwise agreed by the Owners.

#### 7. Price changes

a) the owners reserve the right to amend prices on the website due to errors or omissions, but such charges shall be notified to the Guest as soon as possible and the Guest shall be able to cancel the booking if the amended price is significantly higher than the original price quoted.

#### 8. The Guests Obligations

- a) To pay for any losses or damages to the property and contents caused by The Guest or a member of their party and inform the owners immediately so items can be replaced or repaired prior to the arrival of future Guests.
- b) To take good care of the property and leave it in a clean and tidy condition at the end of the Holiday, with exception of linen to be laundered.
- c) A cleaning service is not provided during the holiday unless otherwise specified.
- d) On departure all windows, rooflights and doors must be checked and securely locked. Keys must be returned to the owners.
- e) In the event that keys are not returned, then a charge will be incurred by you, the Guest to cover locksmith costs to change locks and replace keys.
- f) The Owner retains the right of access.
- g) Not to part with possession of the property, or share it, except with members of the party shown on the Booking Form. All Guests at the property must be notified to the owners at the time of booking.
- h) Not to sell or transfer the booking to another party without the owner's agreement.
- i) Not to exceed the total number of people stipulated in the property description.

- j) Not to cause an annoyance or become a nuisance to occupants of adjoining premises.
- k) Not to smoke within the cottage at any times. Smoking is permitted outside the property on condition that all cigarette butts and ash are cleared and disposed of, by you, the guest, before departure.

#### 9. Liability

- a) The Owners accept no liability for loss of, or damage to the Guest's possessions on the Owners property or land.
- b) Nothing in these clauses excludes or limits the liability the Owners: For death or personal injury caused by Keys the Owners negligence. For any matter which it would be illegal for the Owners to exclude or attempt to exclude their liability.

# 10. Personal Belongings

- a) If the Guest, or any members of your party leave any personal belongings behind at the property after departure, the Guest will be charged the cost of postage and packaging and an admin fee to have them returned.
- b) Any items found by the owners will be disposed of within 30 days if not claimed. All perishable foods will automatically be disposed of at the time of the changeover.

#### 11. Pets

a) No pets are permitted.

#### 12. Sudden unavailability of the Property

a) We do not anticipate any problems but in the unlikely event for any reason beyond the Owners control the property is made unavailable or the property becomes unsuitable for holiday letting on the date booked by the customer, all rent and charges paid in advance will be refunded.

# 13. Complaints

- a) All complaints must be notified to the owners as soon as possible, as the owners may be required to carry out investigation and if necessary, request the Owner to take action it is always more difficult to deal with after the holiday.
- b) If the Owners are denied the opportunity of investigating the complaint within a reasonable time or denied the opportunity to put matters right during the Holiday, then the Guest will waive all rights.
- c) All complaints relating to the cleanliness of the property should be reported within two hours of entry to the property.
- d) No refund will be given, or compensation paid, if you do not give us reasonable opportunity of solving the problem before you return home.

# 14. Access

Due to the position and nature of the environment, access to and within the cottage and surrounding area may be difficult. If you have mobility restrictions or other disabilities, then please speak to the owners prior to booking who will advise on the suitability of your choice. Allergy suffers should also check with us first regarding suitability of their choice if their condition is serious.

# **15. Property Descriptions**

Our property descriptions are prepared some time in advance, as a result some advertised facilities may change. We may therefore alter property description at any time to reflect this. We will make all reasonable efforts to inform you of them.

#### 16. Liability

- a) The owners will not be liable for any act, neglect or default on the part of the Owners or any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Guest or any other person may suffer or incur arising out of, or in any way connected with, the rental unless the owners is responsible.
- b) The Owners accept no liability for loss of, or damage to the Guest's possessions on the Owners property or land.
- c) Nothing in these clauses excludes or limits the liability of the Owners: For death or personal injury caused by the Owners negligence. For any matter which it would be illegal for the Owners to exclude or attempt to exclude their liability.

### 17. Appliances

a) TV's, fridge, dishwasher, shower, microwaves, toaster, boilers, and heaters cannot be guaranteed in the event of a breakdown during your stay. Everything will be done to repair or replace the item as soon as possible.

#### 18. Linen and towels

Bed linen and towels are provided free of charge. Please bring your own beach towels.

### 19. Cot and high chairs

None are supplied.

### 20. Bunk bed safety

None are supplied.

#### 21. EV Car Charging

This is not permitted. No charging cables are permitted to 3 pin sockets in the property as this affects the properties insurance and is a serious breach of Health and Safety. There are free charging points in Bixter village, 3 miles away.

### 22. Accessibility

We want your stay to be as comfortable as possible, so if you are looking for a property with certain features, we encourage you to view our website to see if your chosen property does meet your needs. If you have mobility restrictions or other disabilities, then please speak to the owners prior to booking who will advise on the suitability of your choice. Allergy suffers should also check with us first regarding suitability of their choice if their condition is serious. We will endeavour to advise and assist in any way we are able. However, we cannot be held responsible should a property be booked that is unsuitable or inappropriate. The choice is ultimately the responsibility of the person booking the property.

# 23. Key Collection

Keys will be handed to the guest on arrival. Please ask us before booking if you have any questions regarding key collection.

#### 24. Late arrivals

If you think you are going to arrive late or the following day (due to weather), we can make arrangements for your keys to be collected at an alternative location. Please give us a call to advise if you are going to be late.

#### 25. Departure

We hope you had a lovely holiday, and we will be sad to you see you leave. Keys need to be returned to the owners by 11am on the day of departure. Please leave the property and its contents in a clean and tidy condition, with all the windows and doors securely locked.

#### 26. Cancellation Insurance

When a holiday is booked, the guest is entering into a legally binding contract. the owners do not sell cancellation insurance however you may have cover through bank accounts, credit cards or membership subscriptions. Cancellation insurance can be purchased online though a number of providers but ensure whatever you choose is suitable for your circumstances (age, medical conditions etc.).

# **27. Property Descriptions**

Our property descriptions are prepared some time in advance, as a result some advertised facilities may change. We may therefore alter property description at any time to reflect this. We will make all reasonable efforts to inform you of them.

# 28. Character Properties

We ask guests to bear in mind that our property is a period property and was built before modern standards (though converted to full building standards in 2022), This is particularly pertinent if your party includes elderly/infirm persons. Our traditional cottage features (steps, sloping ceilings, uneven floors etc.) be a problem for any member of your party, you should consider this when selecting a property, before making any booking. Please remember that when you stay in unfamiliar surroundings to familiarise yourself with the layout of the property (to enable a quick exit in the event of an emergency) and any quirky (unfamiliar to you) features. In rural locations, please be tolerant when it comes to animal sounds and scents, tractors, croft life and working hours – it's all part of being in the country!

# 29. Wood burners/open fires

None permitted internally or outside. Fire pits may be used, please ask owner's permission.

#### 30. Wi-Fi and Mobile reception

Where Wi-Fi is an advertised facility, please note that its provision is subject to availability and network conditions. It may not be available 24-hours a day and is provided for pleasure, not for business purposes. Please note the property owner cannot be held responsible inappropriate content download or for disruption to the internet service brought about for reasons beyond their control. Please note that Wi-Fi, if provided, is only for occasional, light usage and we cannot guarantee that it will be enough to stream movies, play games or watch TV etc. Network coverage in Shetland can be variable and, in some places, non-existent. Please check Mobile Phone Checker to check your mobile reception in specific areas.